

**Abstract**

James McLachlan, No. 33—John Tule, Clerk,  
Alexander Gillies, Secretary. Meets 2nd  
and 4th Fridays.

The steamer Seven Brothers has been belled for \$4,200 by the three fishermen who claim that their nets were torn and damaged by the steamer on August 13, Keweenaw (Copper) Hall, Benjamin Hall and John T. Gardiner of Breton. The first named was the owner of the fish trap which was owned by the other two. The claim is \$750 for the value of the fish that escaped, \$250 for damage to the trap and \$3,000 for loss occasioned by inability to use the net for the two weeks that it was being repaired. Clark Benedict of this city is one of the counsel for the plaintiff.

Some unknown parties made an attempt to break into the private hospital of Dr. Darnb on Mann avenue today night and the police were notified by persons who heard them. Although a long search was made of the surrounding district there was no trace of the intruders.

Miss Irene F. Allen is spending a week at Hough's Neck, Mass., on the coast of her cousin, Miss Marjory Taylor.

Mr. Helmes Jouvett, foreman at the SECURY office, is enjoying a two weeks' vacation, which he is spending in Providence, guest of his son-in-law and daughter, Mr. and Mrs. George Hawley.

The October session of the Superior court will begin on Monday, October

Mr. and Mrs. John Rogers start to-  
day for Littleton, N. H., for a two  
week visit.

# THE PORT OF MISSING MEN

By MEREDITH NICHOLSON.

Author of "The House of a Thousand Candles"

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(CONTINUED.)

But Clabourne snatched the paper from Oscar's hand and commanded the man to march ahead of him to the house. So over the meadow and through the penguin they went, across the veranda and into the library. The power of army discipline was upon Oscar. If Clabourne had not been an officer he would have run for it in the garden. As it was, he was taxing his will to dial some way out of his predicament. He had not the slightest idea as to what the paper might be. He had risked his life to secure it, and

now the crumpled, blood stained paper had been taken away from him by a person whom it could not interest in any way whatever.

He blinked under Clabourne's sharp scrutiny as they faced each other in the library.

"You are the man who brought a horse back to our stable an hour ago."

"Yes, sir."

"You have been a soldier."

"In the cavalry, sir. I have my discharge of honor."

"Where do you live?"

"I work as janitor in the coal mines—yes? They are by Lamm, sir."

Clabourne studied Oscar's erect figure carefully.

"Let me see your hands," he commanded, and Oscar extended his palms.

"You are lying; you do not work in the coal mines. Your clothes are not those of a miner, and a discharged soldier doesn't go to digging coal. Stand where you are, and it will be the worse for you if you try to bolt."

Clabourne turned to the table with the envelope. It was not sealed, and he took out the plain sheet of note paper on which was written:

CABLEGRAM.

Winkler, Vienna.

Not later than Friday.

Clabourne read and reread these eight words; then he spoke bluntly to Oscar.

"Where did you get this?"

"From the hat of the sheep stealer on yonder."

"Who is he and where did he get it?"

"I don't know, sir. He was of Serbia, and they are an ugly race—yes?"

"What were you going to do with the paper?"

Oscar grinned.

"If I could read it—yes—I might know, but if Austria is in the paper, then it is mischief, and maybe it would be murder. Who knows?"

Clabourne looked frowningly from the paper to Oscar's tranquil eyes.

"Dick," called Shirley from the hall, and she appeared in the doorway, drawing on her gloves, but paused at seeing Oscar.

"Shirley, I caught this man in the sheepfold. Did you ever see him before?"

"I think not, Dick."

"It was he that brought your horse home."

"To be sure it is! I hadn't recognized him. Thank you very much." And she smiled at Oscar.

Dick frowned fiercely and referred again to the paper.

"Where is M. Chauvenet—have you any idea?"

"If he isn't at the hotel or in Washington, I'm sure I don't know. If we are going to the dance—"

"Plague the dance! I heard a shot in the sheep pasture a bit ago and ran out to find this fellow in a row with another man, was got away."

"I heard the shot and the dogs from my window. You seem to have been in a rum, too, from the looks of your cheeks." And Shirley sat down and smoothed her gloves with provoking coyness.

Dick sent Oscar to the far end of the library with a gesture and held up the message for Shirley to read.

"Don't touch it!" he exclaimed, and when she touched her head in sign that she had read it he said, speaking earnestly and rapidly:

"I suppose I have no right to hold this message; I must send the man to the hotel telegraph office with it. But where is Chauvenet? What is his business in the valley? And what is the link between Vienna and these hills?"

"Don't you know what you are doing here?" she asked, and he flushed.

"I know what, but not why!" he answered irritably. "But that's enough!"

"You know that Baron von Marhof wants to find Mr. John Armitage, but you don't know why?"

"I have my orders and I'm going to find him if it takes ten years."

Shirley nodded and clasped her fingers together. Her elbows resting on the high arms of her chair caused her cloak to flow sweepingly down to her feet.

Shirley moved and away from her shoulders. At the end of the room, with his back to the portieres, stood Oscar, immovable. Clabourne examined the message and extended it again to Shirley.

"There's no doubt of that being Chauvenet's writing, is there?"

"I think not, Dick. I have had notes from him now and then in that hand. He has taken pains to write this with unusual distinctness."

The color brightened in her cheeks suddenly as she looked toward Oscar.

"The certain back of her. A May morning had come into the heart

of April and all the windows were open. The blurred murmur of insects stole into the house. Oscar, half forgotten by his captor, heard a sound in the window behind him and a hand touched him through the curtains.

Clabourne crumpled the paper impatiently.

"Shirley, you are against me! I believe you have seen Armitage here, and I want you to tell me what you know of him. It is not like you to shield a scoundrel of an adventurer, an unknown, questionable character. He has followed you to this valley and will involve you in his affairs without the slightest compunction if he can. It's most infamous, outrageous, and when I find him I'm going to thrash him within an inch of his life before I turn him over to Marhof!"

Shirley laughed for the first time in their interview and rose and placed her hands on her brother's shoulders.

"Do it, Dick! He's undoubtedly a wicked, a terribly wicked and dangerous character."

"I tell you I'll find him," he said tensely, putting up his hands to hers where they rested on his shoulders. She laughed and kissed him, and when her hands fell to her side the message was in her gloved fingers.

"I'll help you, Dick," she said, buttoning her gloves.

"That's like you, Shirley."

"If you want to find Mr. Armitage—"

"Of course I want to find him!" His voice rose to a roar.

"Then turn around, Mr. Armitage is just behind you!"

"Yes; I needed my man for other business," said Armitage, folding his arms.

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"The certain back of her. A May morning had come into the heart

and put down the message. Then, going to the door, she paused as though by an afterthought and repeated quite slowly the words:

"Winkler—Vienna—not later than Friday—Chauvenet."

"Shirley!" roared Clabourne.

John Armitage bowed to the already vacant doorway, then bounded into the hall out upon the veranda and ran through the garden to the side gate, where Oscar waited.

Half an hour later Captain Clabourne, after an interview with Baron von Marhof, turned his horse toward the hills.

## Chapter XXII

THE PRISONER AT THE BUNGALOW.

N. Vienna, Friday.

"There should be great deeds, my dear Jules," said M. Durand, adjusting the wick of a smoking brass lamp that hung suspended from the ceiling of a room of the inn, store and postoffice at Lamm.

"Meanwhile, this being but Wednesday, we have our work to do."

"Which is not so simple, after all, as one studies the situation. Mr. Armitage is here, quite within reach. We suspect him of being a person of distinction. He evinces unusual interest in a certain document that was once in your hands."

"Our own hands, if you would be accurate."

"You are captious. But, granted so, we must get them back. The gentleman is dwelling in a bungalow on the mountain side for greater convenience in watching events and wooing the lady of his heart's desire. We employed a clumsy clown to put him out of the world, but he dies hard, and now we have got to get rid of him. But if he hasn't the papers on his clothes then you have this pleasant scheme for kidnapping him, getting him down to your steamer at Baltimore and cruising with him until he is ready to come to terms. The American air has done much for your imagination, my dear Jules, or possibly the altitude of the hills has overstimulated it."

"You are not the fool you look, my dear Durand. You have actually taken a fair grasp of the situation."

"But the adorable young lady, the fair Miss Chauvenet—what becomes of her in these transactions?"

"That is none of your affair," replied Chauvenet, frowning. "I am quite content with my progress. I have not finished in that matter."

"Neither, it would seem, has Mr. John Armitage. But I am quite well satisfied to leave it to you. In a few days we shall know much more than we do now. I should be happier if you were in charge in Vienna. A false step there—ugh! I hesitate to think of the wretched mess there would be."

"Trust Winkler to do his full duty. You must not forget that the acute Strobel now sleeps the long sleep and that many masses have already been said for the repose of his intrepid soul."

"The splendor of our undertaking is enough to draw his ghost from the grave. Ugh! By this time Zhal should have filed our cablegram at the Springs and got your mail at the hotel. I hope you have not misplaced your confidence in the operator there. Coming back our giant must pass Armitage's house."

"Trust him to pass it. His encounters with Armitage have not been to his credit."

The two men were dressed in rough clothes, as for an outing, and in spite of the habitual trifling tone of their talk they wore a serious air. Durand's eyes danced with excitement, and he twisted his mustache nervously. Chauvenet had gone to Washington to meet Durand, to get from him news of the progress of the conspiracy in Vienna and, not least, to berate him for crossing the Atlantic. "I do not require watching, my dear Durand," he had said.

"A man in love, dear Jules, sometimes forgets." But they had gone into the Virginia hills amicably and were quartered with the postmaster. They waited now for Zhal, whom they had sent to the Springs with a message and to get Chauvenet's mail. Armitage, they had learned, used the Lamm telegraph office, and they had decided to carry their business elsewhere.

While they waited in the bare upper room of the inn for Zhal the big Serbian tramped up the mountain side with an aching head and a heart heavy with dread. The horse he had left tied in a thicket when he plunged down through the Clabourne place had broken free and run away, so that he must now trudge back afoot to report to his masters. He had made a mess of his errands and nearly lost his life besides. The bullet from Oscar's revolver had cut a neat furrow in his scalp, which was growing sore and stiff as it ceased bleeding. He would undoubtedly be dealt with harshly by Chauvenet and Durand, but he knew that the sooner he reported his calamities the better, so he stumbled toward Lamm, pausing at times to clasp his small head in his great hands. When he passed the wild tangle that hid Armitage's bungalow he paused and

direct with a speech, the tongue. It was near midnight when he reached the tavern and climbed the rickety stairway to the room where the two men waited.

Chauvenet opened the door at his approach, and they cried aloud as the great figure appeared before them and the lamp light fell upon his dark, blood-stained face.

"The letters?" snapped Chauvenet.

"Is the message safe?" demanded Durand.

"Lost! Lost! They are lost! I lost my way, and he nearly killed me! The little soldier—as I crossed a strange field."

"When they had jerked the truth from Zhal, Chauvenet swung open the door and bawled through the house for the landlady."

"Horses! Saddle our two horses quick, and get another if you have to steal it!" he screamed. Then he turned into the room to curse Zhal, while Durand with a towel and water sought to ease the ache in the big fellow's head and cleanse his face.

"So that beggarly little servant did it, did he? He stole that paper I had given you, did he? What do you imagine I brought you to this country for if you are to let two stupid fools play with you as though you were a clown?"

The Serbian, on his knees before Durand, suffered the torrent of abuse merrily. He was a scoundrel, hired to do nothing, and his vilification by an supposed employer did not greatly trouble him, particularly since he understood little of Chauvenet's rapid German.

In half an hour Chauvenet was again in a fury, learning at Lamm that the operator had gone down the road twenty miles to a dance and would not be back until morning.

The imperturbable Durand shivered in the night air and prodded Chauvenet with his fingers.

"We have no time to lose. That message must go tonight. You may be sure M. Armitage will not send it for us. Come, we're got to go down to Storm Springs."

They rode away in the starlight, leaving the postmaster alarmed and wondering. Chauvenet and Durand were well mounted on horses that Chauvenet had sent into the hills in advance of his own coming. Zhal rode grim and silent on a clumsy plow horse, which was the best the publican could find for him. The knife was not the only weapon he had known in Serbia. He carried a potato sack across his saddle bow. Chauvenet and Durand sent him ahead to set the pace with his inferior mount. They talked together in low tones as they followed.

"He is not so big a fool, this Armitage," remarked Durand. "He is quite deep, in fact. I wish it were we were trying to establish on a throne and not that pitiful scapegrace in Vienna."

"I gave him his chance down there in the valley, and he laughed at me. It is quite possible that he is not a fool and quite certain that he is not a coward."

"Then he would not be a safe king. Our young friend in Vienna is a good deal of a fool and altogether a coward. We shall have to provide him with a spine at his coronation."

"If we fail," began Chauvenet.

"You suggest a fruitful but unpleasant topic. If we fail we shall be fortunate if we reach the hospitable shores of the Argentine for future residence. Paris and Vienna would not know us again. If Winkler succeeds in Vienna and we lose here, where do we arrive?"

"We arrive quite where Mr. Armitage chooses to land us. He is a gentleman of resources; he has money; he laughs cheerfully at misadventures; he has had you watched by the shrewdest eyes in Europe, and you are considered a hard man to keep track of, my dear Durand. And not least important, he has tonight snatched away that little cablegram that was the signal to Winkler to go ahead. He is a very annoying and versatile person, this Armitage. Even Zhal, whose knife made him a terror in Serbia, seems unable to cope with him."

"And the fair daughter of the valley?"

"Fish! We are not discussing the young lady."

"I can understand how unpleasant the subject must be to you, my dear Jules. What do you imagine she knows of M. Armitage? If he is the man we think he is, and a possible heir to a great throne, it would be impossible for her to marry him."

"His tastes are democratic. In Montana he is quite popular."

Durand swung away his cigarette and laughed suddenly.

"Has it occurred to you that this whole affair is decidedly amusing? Here we are in one of the free American states about to turn a card that will dethrone a king if we are lucky. And here is a man we are trying to get out of the way—a man we might make king if he were not a fool! In America it touches my sense of humor, my dear Jules!"

An exclamation from Zhal arrested them. The Serbian jerked up his head, and they were instantly at his side. They had reached a point near the hunting preserve in the main highway. It was about half past 1 o'clock, an hour at which Virginia mountain roads are usually free of travelers, and they had been sending their horses along as briskly as the uneven roads and the pace of Zhal's laggard beast permitted.

The beat of a horse's hoofs could be heard quite distinctly in the road ahead of them. The road tended downward, and the strain of the ascent was marked in the approaching animal's walk. In a moment the three men heard the horse's quick snort of satisfaction as it reached level ground. Then, sending the other animals, it threw up its head and neighed shrilly.

In the dusk of starlight Durand saw Zhal dismount and felt the Serbian's big, rough hand touch his in passing the bridle of his horse.

"Wait!" said the Serbian.

The horse of the unknown paused, neighed again and refused to go farther. A man's deep voice encouraged him in low tones. The horses of Chauvenet's party danced about restlessly, responsive to the nervousness

of the strange beast before them.

"Who goes there?"

The stranger's horse was quiet for an instant, and the rider had forced him so near that the beast's upreared head and the erect shoulders of the horseman were quite clearly defined.

"Who goes there?" shouted the rider, while Chauvenet and Durand bent their eyes toward him, their hands tight on their bridles, and listened, waiting for Zhal. They heard a sudden rush of steps, the impact of his giant body as he flung himself upon the shrieking horse, and then a cry of alarm and rage. Chauvenet slipped down and ran forward with the quick, soft glide of a cat and caught the bridle of the stranger's horse. The horseman struggled in Zhal's great arms, and his beast plunged wildly. No words passed. The rider had kicked his feet out of the stirrups and gripped the horse hard with his legs. His arms were flung up to protect his head, over which Zhal tried to force the sack.

"The knife!" bawled the Serbian.

"No!" answered Chauvenet.

"The devil!" yelled the rider, and dug his spurs into the rearing beast's flanks.

Chauvenet held on valiantly with both hands to the horse's head. Once the frightened beast swung him clear of the ground. A few yards distant Durand sat on his own horse and held the bridles of the others. He soothed the restless animals in low tones, the light of his cigarette shaking oddly in the dark with the movement of his lips.

The horse ceased to plunge. Zhal held its rider erect with his left arm while the right drew the sack down over the head and shoulders of the prisoner.

"The him," said Chauvenet, and Zhal buckled a strap about the man's arms and bound them tight.

The dust in the bag caused the man inside to cough, but save for the one exclamation he had not spoken. Chauvenet and Durand conferred in low tones while Zhal drew out a fetter strap and snapped it to the curb bit of the captive's horse.

"The fellow takes it pretty coolly," remarked Durand, lighting a fresh cigarette. "What are you going to do with him?"

"We will take him to his own place—it is near—and coax the papers out of him. Then we'll find a precept and toss him over. It is a simple matter."

Zhal handed Chauvenet the revolver he had taken from the silent man on the horse.

"I am ready," he reported.

"Go ahead; we follow." And they started toward the bungalow, Zhal riding beside the captive and holding fast to the led horse. Where the road was smooth they sent the horses forward at a smart trot. But the captive accepted the gait. He found the stirrups again and sat his middle straight. He coughed now and then, but the hemp sack was sufficiently porous to give him a little air. As they rode off his silent submission caused Durand to ask:

"Are you sure of the man, my dear Jules?"

"Undoubtedly. I didn't get a square look at him, but he's a gentleman by the quality of his clothes. He is the same build. It is not a plow horse."

They started, Zhal riding beside the captive.

but a thoroughbred he's riding. The gentlemen of the valley are in their beds long ago."

"Would that we were in ours! The spring nights are cold in these hills!"

"The work is nearly done. The little soldier is yet to reckon with. But we are three, and Zhal did quite well with the potato sack."

Chauvenet rode ahead and addressed a few words to Zhal.

"The little man must be found before we finish. There must be no mistake about it."

They exercised greater caution as they drew nearer the wood that concealed the bungalow, and Chauvenet dismounted, opened the gate and set a stone against it to insure a ready egress. Then they walked their horses up the driveway.

Admonished by Chauvenet, Durand threw away his cigarette with a sigh.

"You are convinced this is the wise course, dearest Jules?"

"Be quiet and keep your eyes open. There's the house."

He halted the party, dismounted and crept forward to the bungalow. He crept the veranda, found the bilboes open and peered into the long lounging room, where a few embers smoldered in the broad fireplace and an oil lamp shed a faint light. One man they held captive; the other was not in sight. Chauvenet's courage rose at the prospect of easy victory. He found the door, found it unlocked and, with his revolver ready in his hand, threw it open. Then he walked slowly toward the table, turned the wick of the lamp high and surveyed the room carefully. The doors of the room that opened from the apartment stood ajar. He followed the wall cautiously, flicked them open, peered into the room where Armitage's things were scattered about and found his lion had slept. Then he walked quickly to the veranda and summoned the others.

"Behold him!" he said without halting.

(CONTINUED ON PAGE THREE.)

Pure  
Distilled Water,  
Hygienic Co.  
Syrup,  
Lump and Native  
Mineral Waters,  
NEWPORT, R.I.  
TELEPHONE NO. 24.

WRIGHT & HAY,









## NEW RECORDS ESTABLISHED

**Outwitting Fleet Detectives**  
**Malibu, Sept. 2.**—As the search of a patrol from the American fleet for the man who failed to go aboard their ship when the battleships left here yesterday for Allyn has not met with much success, rewards have been offered for the apprehension of this stranger.

the Republican nominee. Enthusiastic reports as to the sentiment throughout the state in his favor were brought to Chamber.

## EVERYTHING IS LILLEY'S WAY

**Three Thousand Casualties**  
Colomb-Breher, Sept. 11.—Further details received here of the recent engagement between a French column

a set of Catarrh Soan, Ointment, and  
Resolvent Pills and recovered with  
them. The result was truly marvelous  
and to-day he is perfectly cured, his skin  
not having a blemish on it anywhere.  
Mrs. Lily Hedge, 51, Vaughan Road,  
Goldthorpe Lane, Cumberland Green.

Telephone 222.

Nowly furnished tables with hold up to 40 lbs.

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## PUBLIC LAWS

CONTINUED FROM PAGE THREE.

## RECEIPT OF KEY OF THE TERMS BEFORE RECEIPT.

Sec. 1.—[Form of Receipts.] What Terms may be inserted in a receipt, issued by him, any other terms and conditions, provided that such terms and conditions shall not be in conflict with the provisions of this act.

(a) In any case where the obligation to exercise due degree of care in the safe-keeping of the goods entrusted to him which a reasonably careful man would exercise in regard to similar goods of his own.

Sec. 2.—[Definition of Non-Negotiable Receipt.] A receipt in which it is stated that the goods received will be delivered to the depositor, or to any other specified person, is a non-negotiable receipt.

Sec. 3.—[Definition of Negotiable Receipt.] A receipt in which it is stated that the goods received will be delivered to the bearer, or to any other person named in such receipt, is a negotiable receipt.

No provision shall be inserted in a negotiable receipt that it is non-negotiable. Such provision, if inserted, shall be void. Sec. 4.—[Duplicate Receipts.] A negotiable receipt is issued for the same goods, the word "duplicate" shall be plainly placed upon the face of every such receipt, except the one first issued. A warehouseman shall be liable for all damage caused by his failure to do so to any one who purchases the subsequent receipt for value supposing it to be an original, even though the purchase be after the delivery of the goods by the warehouseman to the holder of the original receipt.

Sec. 5.—[Failure to Mark "Not Negotiable."] A non-negotiable receipt shall have plainly placed upon its face the words "non-negotiable" in case of the warehouseman's failure to do so, a holder of the receipt who purchased it for value supposing it to be negotiable, may, at his option, treat such receipt as if it were a negotiable receipt, and the warehouseman shall be liable for all damage caused by his failure to do so to any one who purchases the subsequent receipt for value supposing it to be an original, even though the purchase be after the delivery of the goods by the warehouseman to the holder of the original receipt.

This section shall not apply, however, to letters, memoranda, or written acknowledgments of an informal character.

## PART II.

## OBLIGATIONS AND RIGHTS OF WAREHOUSEMEN UPON THEIR RECEIPTS.

Sec. 6.—[Obligation of Warehousemen to Deliver.] A warehouseman, in the absence of some lawful excuse provided by this act, is bound to deliver to the holder of a receipt for the goods or by the depositor, if such demand is accompanied with—

(a) An offer to satisfy the warehouseman's lien.

(b) An offer to surrender the receipt if negotiable, with such indorsements as would be necessary for the negotiation of the receipt, and

(c) A readiness and willingness to sign, when the goods are delivered, an acknowledgment that they have been delivered, if such signature is requested by the warehouseman.

In case the warehouseman refuses or fails to deliver the goods in compliance with a demand by the holder or depositor so accompanied, the burden shall be upon the warehouseman to establish the existence of a lawful excuse for such refusal.

Sec. 7.—[Justification of Warehouseman in Delivering.] A warehouseman is justified in delivering the goods, subject to the provisions of the three following sections, to one who is—

(a) The person lawfully entitled to the possession of the goods, or his agent.

(b) A person who is either himself entitled to delivery by the terms of a non-negotiable receipt issued for the goods, or who has written authority from the person so entitled either indorsed upon the receipt or written upon another paper, or

(c) A person in possession of a negotiable receipt for the goods, of which the goods are deliverable to him or order or to bearer, or which has been indorsed to him or in blank by the person to whom delivery was promised by the terms of the receipt or by his mediate or immediate indorser.

Sec. 8.—[Warehouseman's Liability for Misdelivery.] Where a warehouseman delivers the goods to one who is not in fact lawfully entitled to the possession of them, the warehouseman shall be liable for conversion to all having a right of property or possession in the goods if he delivered the goods to such person as authorized by subdivisions (b) and (c) of the preceding section, and though he delivered the goods as authorized by said subdivisions he shall be so liable, if prior to such delivery he had either—

(a) Been misled, lured, or on behalf of the person lawfully entitled to the goods, not to make such delivery, or

(b) Had information that the delivery about to be made was to one not lawfully entitled to the possession of the goods.

Sec. 9.—[Cancellation of Receipts.] Where a warehouseman delivers goods to one who is not in fact lawfully entitled to the possession of them, the warehouseman shall be liable for conversion to all having a right of property or possession in the goods if he delivered the goods to such person as authorized by subdivisions (b) and (c) of the preceding section, and though he delivered the goods as authorized by said subdivisions he shall be so liable, if prior to such delivery he had either—

(a) Been misled, lured, or on behalf of the person lawfully entitled to the goods, not to make such delivery, or

(b) Had information that the delivery about to be made was to one not lawfully entitled to the possession of the goods.

Sec. 10.—[Cancellation of Receipts.] Where a warehouseman delivers goods to one who is not in fact lawfully entitled to the possession of them, the warehouseman shall be liable for conversion to all having a right of property or possession in the goods if he delivered the goods to such person as authorized by subdivisions (b) and (c) of the preceding section, and though he delivered the goods as authorized by said subdivisions he shall be so liable, if prior to such delivery he had either—

(a) Been misled, lured, or on behalf of the person lawfully entitled to the goods, not to make such delivery, or

(b) Had information that the delivery about to be made was to one not lawfully entitled to the possession of the goods.

Sec. 11.—[Cancellation of Receipts.] Where a warehouseman delivers goods to one who is not in fact lawfully entitled to the possession of them, the warehouseman shall be liable for conversion to all having a right of property or possession in the goods if he delivered the goods to such person as authorized by subdivisions (b) and (c) of the preceding section, and though he delivered the goods as authorized by said subdivisions he shall be so liable, if prior to such delivery he had either—

(a) Been misled, lured, or on behalf of the person lawfully entitled to the goods, not to make such delivery, or

(b) Had information that the delivery about to be made was to one not lawfully entitled to the possession of the goods.

Sec. 12.—[Cancellation of Receipts.] Where a warehouseman delivers goods to one who is not in fact lawfully entitled to the possession of them, the warehouseman shall be liable for conversion to all having a right of property or possession in the goods if he delivered the goods to such person as authorized by subdivisions (b) and (c) of the preceding section, and though he delivered the goods as authorized by said subdivisions he shall be so liable, if prior to such delivery he had either—

(a) Been misled, lured, or on behalf of the person lawfully entitled to the goods, not to make such delivery, or

(b) Had information that the delivery about to be made was to one not lawfully entitled to the possession of the goods.

Sec. 13.—[Cancellation of Receipts.] Where a warehouseman delivers goods to one who is not in fact lawfully entitled to the possession of them, the warehouseman shall be liable for conversion to all having a right of property or possession in the goods if he delivered the goods to such person as authorized by subdivisions (b) and (c) of the preceding section, and though he delivered the goods as authorized by said subdivisions he shall be so liable, if prior to such delivery he had either—

(a) Been misled, lured, or on behalf of the person lawfully entitled to the goods, not to make such delivery, or

(b) Had information that the delivery about to be made was to one not lawfully entitled to the possession of the goods.

Sec. 14.—[Cancellation of Receipts.] Where a warehouseman delivers goods to one who is not in fact lawfully entitled to the possession of them, the warehouseman shall be liable for conversion to all having a right of property or possession in the goods if he delivered the goods to such person as authorized by subdivisions (b) and (c) of the preceding section, and though he delivered the goods as authorized by said subdivisions he shall be so liable, if prior to such delivery he had either—

(a) Been misled, lured, or on behalf of the person lawfully entitled to the goods, not to make such delivery, or

(b) Had information that the delivery about to be made was to one not lawfully entitled to the possession of the goods.

such act unauthorized at the date of the issue of the duplicate, but shall impose upon him no other liability.

Sec. 15.—[Warehouseman cannot set up Title in Himself.] No title or right to the possession of the goods, on the part of the warehouseman, unless such title or right is derived directly from the depositor, shall be set up by the warehouseman at the time of or subsequent to the deposit for storage, or from the warehouseman's lien, shall excuse the warehouseman from liability for refusing to deliver the goods according to the terms of the receipt.

Sec. 16.—[Interpretation of Receipts.] If more than one person claim the title or possession of the goods, the warehouseman may, either as a defense to an action brought against him for non-delivery of the goods, or as an original suit, whichever is appropriate, require all known claimants to interplead.

Sec. 17.—[Warehouseman has Reasonable Time to Determine Validity of Claims.] If some one other than the depositor or person claiming under him has a claim to the title or possession of the goods, and the warehouseman has information of such claim, the warehouseman shall be excused from liability for refusing to deliver the goods, either to the depositor or person claiming under him, until the warehouseman has had a reasonable time to ascertain the validity of the adverse claim or to bring legal proceedings to compel all claimants to interplead.

Sec. 18.—[Adverse Title is No Defense, Except as Above Provided.] Except as provided in the two preceding sections, and in sections 9 and 10, no right or title of a third person shall be a defense to an action brought by the depositor or person claiming under him against the warehouseman for failure to deliver the goods according to the terms of the receipt.

Sec. 19.—[Liability for Non-Existence or Misdescription of Goods.] A warehouseman shall be liable to the holder of a receipt for damages caused by the non-existence of the goods or by the failure of the goods to correspond with the description thereof in the receipt at the time of its issue. If, however, the goods are described in the receipt merely by a statement of marks or labels upon them, or upon packages containing them, or by a statement that the goods are said to be goods of a certain kind, that such packages containing the goods are said to contain goods of a certain kind, or by words of like purport, such statements, if true, shall not make liable the warehouseman issuing the receipt, although the goods are not of the kind which the marks or labels upon them indicate or of the kind they were said to be by the depositor.

Sec. 20.—[Liability for Care of Goods.] A warehouseman shall be liable for any loss or injury to the goods caused by his failure to exercise such care in regard to them as a reasonably careful owner of similar goods would exercise, but he shall not be liable, in the absence of an agreement to the contrary, for any loss or injury to the goods which could not have been avoided by the exercise of such care.

Sec. 21.—[Goods Must Be Kept Separate.] Except as provided in the following section, a warehouseman shall keep the goods so far separate from goods of other depositors, and from other goods of the same depositor for which a separate receipt is provided, as to permit at all times the identification and redelivery of the goods deposited.

Sec. 22.—[Fungible Goods May Be Commingled, if Warehouseman Authorized.] If authorized by agreement or by custom, a warehouseman may mingle fungible goods with other goods of the same kind and grade. In such case the various depositors of the fungible goods shall own the entire mass in common, and each depositor shall be entitled to such portion thereof as the amount deposited by him bears to the whole.

Sec. 23.—[Liability of Warehouseman to Depositors of Commingled Goods.] The warehouseman shall be severally liable to each depositor for the return and redelivery of his share of such mass to the same extent and under the same circumstances as if the goods had been kept separate.

Sec. 24.—[Attachment or Levy Upon Goods for Which a Negotiable Receipt Has Been Issued.] If goods are delivered to a warehouseman by the owner or by a person who is entitled to deliver the goods to him in purchase in good faith, a negotiable receipt is issued for them, they can not thereafter, while in the possession of the warehouseman, be attached by garnishment or otherwise, or be levied upon under an execution, unless the receipt be first surrendered to the warehouseman, or his negotiation endorsed. The warehouseman shall in no case be compelled to deliver up the actual possession of the goods until the receipt is surrendered to him or impounded by the court.

Sec. 25.—[Creditors' Remedies to Reach Negotiable Receipts.] A creditor whose debtor is the owner of a negotiable receipt shall be entitled to the receipt in the courts of appropriate jurisdiction, by injunction and otherwise, in attaching such receipt or in justifying the claim by means thereof as is allowed at law or in equity. In regard to property which can not readily be attached or levied upon by ordinary legal process, the receipt shall be treated as the property of the owner.

Sec. 26.—[What Claims are Included in the Warehouseman's Lien.] Subject to the provisions of section 30, a warehouseman shall have a lien on goods deposited or on the proceeds thereof in his hands, for all lawful charges for storage and preservation of the goods, and for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing, coopering, and other charges; also for all reasonable charges and expenses for notices and advertisements of such claims, and for the cost of any legal proceedings for the recovery of such claims.

Sec. 27.—[Against What Property the Lien May Be Enforced.] Subject to the provisions of section 30, a warehouseman's lien may be enforced—

(a) Against the goods, whenever deposited, belonging to the person who is liable as debtor for the claims in regard to which the lien is asserted, and

(b) Against all goods belonging to others which have been deposited at any time by the person who is liable as debtor for the claims in regard to which the lien is asserted, if such person is lawfully entrusted with the possession of the goods that a pledge of the same by him at the time of the deposit to one who took the goods in good faith for value would have been valid.

Sec. 28.—[How the Lien May Be Lost.] A warehouseman loses his lien upon goods—

(a) By surrendering possession thereof, or

(b) By refusing to deliver the goods when a demand is made with which he is bound to comply under the provisions of this act.

Sec. 29.—[Negotiable Receipt Must State Charges for Which Lien is Claimed.] If a negotiable receipt is issued for goods, the warehouseman shall have no lien thereon, except for charges for storage of those goods subsequent to the date of the receipt, unless the receipt expressly enumerates the charges for which the lien is claimed. In such case there shall be no lien for the charges enumerated as to be within the amount of the charges so enumerated is not stated in the receipt.

Sec. 30.—[Warehouseman Need Not Deliver Until Lien is Satisfied.] A warehouseman need not deliver the goods to a person demanding the goods until the lien against the goods to him and the lien is satisfied.

Sec. 31.—[Warehouseman's Lien Does Not Preclude Other Remedies.] Whether a warehouseman has or has not a lien against the goods is entitled to all remedies allowed by law to the creditor against his debtor for the collection from the depositor of all charges and advances which the depositor has expressly or impliedly contracted with the warehouseman to pay.

Sec. 32.—[Satisfaction of Lien by Sale.] A warehouseman may, for a claim which has become due, may be satisfied as follows:—

(a) The warehouseman shall give a written notice to the person to whose account the goods are held, and to any other person known by the warehouseman to claim an interest in the goods. Such notice shall be given by the warehouseman in person or by registered mail, addressed to the person or place of business, or abode of the person

to be notified. The notice shall contain—

(a) An itemized statement of the warehouseman's claim, showing the sum due at the time of the notice and the date or dates when it became due.

(b) A brief description of the goods against which the lien exists.

(c) A demand that the amount of the claim be paid to the warehouseman, or to a third person named in the notice, on or before a day mentioned, not less than ten days from the delivery of the notice if it is personally delivered, or from the time when the notice should reach its destination, according to the due course of post, if the notice is sent by mail and return.

(d) A statement that unless the claim is paid within the time specified the goods will be advertised for sale and sold by auction at a specified time and place.

In accordance with the terms of a notice so given, the warehouseman may, at his option, sell the goods by public auction, or he may satisfy any valid claim of the warehouseman for which he has a lien on the goods. The sale shall be held in the place where the lien was acquired, or, if such place is manifestly unsuitable for the purpose, at the nearest suitable place. For the purpose of the notice, the claim specified in the notice to the depositor has elapsed, an advertisement of the sale, describing the goods to be sold, and stating the name of the owner or person on whose account the goods are held, and the time and place of the sale, shall be published once a week for two consecutive

weeks in a newspaper published in the place where such sale is to be held. The sale shall not be held less than seven days from the time of the first publication. If there is no newspaper published in such place, the advertisement shall be posted at least ten days before such sale, in not less than six conspicuous places therein.

From the proceeds of such sale the warehouseman shall satisfy his claim, including the reasonable charges of notice, advertisement, and sale. The balance, if any, of such proceeds shall be held by the warehouseman, and delivered on demand to the person to whom he would have been bound to deliver or justified in delivering the goods.

At any time before the goods are so sold any person claiming a right of property or possession therein may pay the warehouseman the amount necessary to satisfy his lien and to pay the reasonable expenses and liabilities incurred in serving notice and advertising and preparing for the sale up to the time of the sale. The warehouseman shall deliver the goods to the person making such payment if he is a person entitled, under the provisions of this act, to the possession of the goods on payment of charges thereon. Otherwise the warehouseman shall retain possession of the goods until the terms of the original contract of deposit.

Sec. 33.—[Perishable and Hazardous Goods.] If goods are of a perishable nature, or by keeping will deteriorate greatly in value, or by their odor, leakage, inflammability, or explosive nature will be likely to cause damage to other goods in the warehouse, the warehouseman may give such notice to the owner, or to the person in whose name the goods are stored, as is reasonable and possible under the circumstances, to satisfy the lien upon such goods, and to remove them from the warehouse, and in the event of the failure of such person to satisfy the lien and to remove the goods within the time so specified, the warehouseman may sell the goods at public or private sale without advertising. If the warehouseman after a reasonable effort is unable to sell such goods, he may dispose of them in any manner he may think proper, and he shall incur no liability by reason thereof.

The proceeds of any sale made under the terms of this section shall be disposed of in the same way as the proceeds of sales made under the terms of the preceding section (Other Methods of Enforcing Lien). The remedy for enforcing a lien herein provided does not preclude any other remedies allowed by law for the enforcement of a lien against personal property nor bar the right to recover so much of the warehouseman's claim as shall not be paid by the proceeds of the sale of the property.

Sec. 34.—[Effect of Sale.] After goods have been lawfully sold to satisfy a warehouseman's lien, or have been lawfully sold or disposed of because of their perishable or hazardous nature, the warehouseman shall be relieved of his liability for failure to deliver the goods, or to the holder of the receipt given for the goods when they were deposited, even if such receipt be negotiable.

PART III.

## NEGOTIATION AND TRANSFER OF RECEIPTS.

Sec. 35.—[Negotiation of Negotiable Receipts by Delivery.] A negotiable receipt may be negotiated by delivery—

(a) Where, by the terms of the receipt, the warehouseman undertakes to deliver the goods to the bearer, or

(b) Where, by the terms of the receipt, the warehouseman undertakes to deliver the goods to the order of a specified person, and such person or a subsequent indorser of the receipt has indorsed it in blank or to bearer.

Where, by the terms of a negotiable receipt, the goods are deliverable to bearer or where a negotiable receipt has been indorsed in blank or to bearer, any holder may indorse the same to himself or to any other specified person, and in such case the receipt shall thereafter be negotiated only by the indorsement of such indorser.

Sec. 36.—[Negotiation of Negotiable Receipts by Indorsement.] A negotiable receipt may be negotiated by the indorsement of the person to whose order the goods are, by the terms of the receipt, deliverable. Such indorsement may be in blank, or to a specified person. If indorsed to a specified person, it may be again negotiated by the indorsement of such person in blank, to bearer, or to another specified person. Subsequent negotiation may be made in like manner.

Sec. 37.—[Transfer of Receipts.] A receipt which is not in such form that it can be negotiated by delivery may be transferred by the holder by delivery to a purchaser or donee.

A non-negotiable receipt can not be negotiated, and the indorsement of such a receipt gives the transferee no additional right.

Sec. 38.—[Who May Negotiate a Receipt.] A negotiable receipt may be negotiated—

(a) By the owner thereof, or

(b) By any person to whom the possession or custody of the receipt has been entrusted by the owner, if, by the terms of the receipt, the warehouseman undertakes to deliver the goods to the order of the person to whom the possession or custody of the receipt has been entrusted, or

(c) By the holder of the receipt, if the receipt is in such form that it may be negotiated by delivery.

Sec. 39.—[Rights of Person to Whom a Receipt has Been Negotiated.] A person to whom a negotiable receipt has been duly negotiated acquires thereby—

(a) Such title to the goods as the person negotiating the receipt to him had or he might lawfully acquire as a purchaser in good faith for value, and such title to the goods as the depositor or person to whose order the goods were to be delivered by the terms of the receipt had or he might lawfully convey to a purchaser in good faith for value, and

(b) The direct obligation of the warehouseman to deliver possession of the goods to him according to the terms of the receipt, or to the transferee of the receipt, as fully as if the warehouseman had contracted directly with him.

Sec. 40.—[Rights of Person to Whom a Receipt has Been Transferred.] A person to whom a receipt has been transferred but not negotiated, acquires thereby, as against the transferor, the title to the goods, subject to the terms of any agreement with the transferor.

If the receipt is non-negotiable such person also acquires the right to notify the warehouseman of the transfer to him of such receipt, and thereby to acquire the direct obligation of the warehouseman to deliver possession of the goods to him according to the terms of the receipt.

Sec. 41.—[Rights of Person to Whom a Receipt has Been Transferred.] A person to whom a receipt has been transferred but not negotiated, acquires thereby, as against the transferor, the title to the goods, subject to the terms of any agreement with the transferor.

If the receipt is non-negotiable such person also acquires the right to notify the warehouseman of the transfer to him of such receipt, and thereby to acquire the direct obligation of the warehouseman to deliver possession of the goods to him according to the terms of the receipt.

Sec. 42.—[Rights of Person to Whom a Receipt has Been Transferred.] A person to whom a receipt has been transferred but not negotiated, acquires thereby, as against the transferor, the title to the goods, subject to the terms of any agreement with the transferor.

If the receipt is non-negotiable such person also acquires the right to notify the warehouseman of the transfer to him of such receipt, and thereby to acquire the direct obligation of the warehouseman to deliver possession of the goods to him according to the terms of the receipt.

Sec. 43.—[Rights of Person to Whom a Receipt has Been Transferred.] A person to whom a receipt has been transferred but not negotiated, acquires thereby, as against the transferor, the title to the goods, subject to the terms of any agreement with the transferor.

If the receipt is non-negotiable such person also acquires the right to notify the warehouseman of the transfer to him of such receipt, and thereby to acquire the direct obligation of the warehouseman to deliver possession of the goods to him according to the terms of the receipt.

Sec. 44.—[Rights of Person to Whom a Receipt has Been Transferred.] A person to whom a receipt has been transferred but not negotiated, acquires thereby, as against the transferor, the title to the goods, subject to the terms of any agreement with the transferor.

If the receipt is non-negotiable such person also acquires the right to notify the warehouseman of the transfer to him of such receipt, and thereby to acquire the direct obligation of the warehouseman to deliver possession of the goods to him according to the terms of the receipt.

Sec. 45.—[Rights of Person to Whom a Receipt has Been Transferred.] A person to whom a receipt has been transferred but not negotiated, acquires thereby, as against the transferor, the title to the goods, subject to the terms of any agreement with the transferor.

If the receipt is non-negotiable such person also acquires the right to notify the warehouseman of the transfer to him of such receipt, and thereby to acquire the direct obligation of the warehouseman to deliver possession of the goods to him according to the terms of the receipt.

Sec. 46.—[Rights of Person to Whom a Receipt has Been Transferred.] A person to whom a receipt has been transferred but not negotiated, acquires thereby, as against the transferor, the title to the goods, subject to the terms of any agreement with the transferor.

If the receipt is non-negotiable such person also acquires the right to notify the warehouseman of the transfer to him of such receipt, and thereby to acquire the direct obligation of the warehouseman to deliver possession of the goods to him according to the terms of the receipt.

Sec. 47.—[Rights of Person to Whom a Receipt has Been Transferred.] A person to whom a receipt has been transferred but not negotiated, acquires thereby, as against the transferor, the title to the goods, subject to the terms of any agreement with the transferor.

If the receipt is non-negotiable such person also acquires the right to notify the warehouseman of the transfer to him of such receipt, and thereby to acquire the direct obligation of the warehouseman to deliver possession of the goods to him according to the terms of the receipt.

Sec. 48.—[Rights of Person to Whom a Receipt has Been Transferred.] A person to whom a receipt has been transferred but not negotiated, acquires thereby, as against the transferor, the title to the goods, subject to the terms of any agreement with the transferor.

Sec. 49.—[Transfer of Negotiable Receipts without Indorsement.] Where a negotiable receipt is transferred for value by delivery, and the indorsement of the transferor is essential for negotiation, the transferee acquires a title against the transferor to compel him to indorse the receipt, unless a contrary intention appears. The negotiation shall take effect as of the time when the indorsement is actually made.

Sec. 50.—[Warehouseman's Lien of Receipt.] A person who for value negotiates or transfers a receipt in indorsement or delivery, including one who negotiates for value and who is not a warehouseman, acquires a contrary intention appears, warrants—

(a) That the receipt is genuine.

(b) That he has a legal right to convey title or transfer it.

(c) That he has knowledge of no fact which would impair the validity or worth of the receipt, and

(d) That he has a right to transfer the title to the goods, and that the goods are merchantable at the time of the negotiation, or, if the goods are not merchantable, that the transferee would have been bound to accept them without a receipt of the goods represented thereby.

Sec. 51.—[Indorser not a Guarantor.] The indorsement of a receipt shall not make the indorser liable for any failure on the part of the warehouseman or previous indorser of the receipt to fulfill their respective obligations.

Sec. 52.—[No Warranty Implied from Accepting Payment of a Debt.] A warehouseman, indorser, or holder for security of a receipt who in good faith demands or receives payment of the debt for which such receipt is issued, is not liable to a party to the debt for such debt or from any other person, shall not be so liable as to be deemed to represent or to warrant the genuineness of such receipt or the quantity or quality of the goods therein described.

Sec. 53.—[When Negotiation Not Impaired by Fraud, Mistake, or Duress.] The validity of the negotiation of a receipt is not impaired by the fact that such negotiation was a breach of duty on the part of the person making the negotiation, or by the fact that the owner of the receipt was induced by fraud, mistake, or duress to entrust the possession or custody of the receipt to such person, or by the fact that the receipt was negotiated, or a person to whom the receipt was subsequently negotiated, paid value therefor, without notice of the breach of duty, or fraud, mistake, or duress.

Sec. 54.—[Subsequent Negotiation.] Where a person having sold, mortgaged, or pledged goods which are in a warehouse and for which a negotiable receipt has been issued, or having sold, mortgaged, or pledged the negotiable receipt representing such goods, continues in possession of the negotiable receipt, the subsequent negotiation thereof by that person under any sale, or other disposition thereof to any person receiving the same in good faith, for value and without notice of the previous sale, mortgage, or pledge, shall have the same effect as if the first purchaser of the goods or receipt had expressly authorized the subsequent negotiation.

Sec. 55.—[Negotiation Defeats Vendor's Lien.] Where a negotiable receipt has been issued for goods, no seller's lien or right of stoppage in transit shall defeat the right of a purchaser in good faith to whom such receipt has been negotiated, whether such negotiation be prior or subsequent to the notification to the warehouseman who issued such receipt of the seller's claim to a lien or right of stoppage in transit. Nor shall the warehouseman be obliged to deliver or to refrain from delivering the goods to an unpaid seller unless the receipt is first surrendered for cancellation.

PART IV.

## CRIMINAL OFFENCES.

Sec. 56.—[Issue of Receipt for Goods not Received.] A warehouseman, or his agent, or servant, or a warehouseman, who issues or aids in issuing a receipt knowing that the goods for which such receipt is issued have not been actually received by such warehouseman, or are not under his actual control at the time of issuing such receipt, shall be guilty of a crime, and upon conviction shall be punished by imprisonment not exceeding five years, or by a fine not exceeding five thousand dollars, or by both.

Sec. 57.—[Issue of Receipt for Goods not Received.] A warehouseman, or his agent, or servant, or a warehouseman, who issues or aids in issuing a receipt knowing that the goods for which such receipt is issued have not been actually received by such warehouseman, or are not under his actual control at the time of issuing such receipt, shall be guilty of a crime, and upon conviction shall be punished by imprisonment not exceeding five years, or by a fine not exceeding five thousand dollars, or by both.

Sec. 58.—[Issue of Receipt for Goods not Received.] A warehouseman, or his agent, or servant, or a warehouseman, who issues or aids in issuing a receipt knowing that the goods for which such receipt is issued have not been actually received by such warehouseman, or are not under his actual control at the time of issuing such receipt, shall be guilty of a crime, and upon conviction shall be punished by imprisonment not exceeding five years, or by a fine not exceeding five thousand dollars, or by both.

Sec. 59.—[Issue of Receipt for Goods not Received.] A warehouseman, or his agent, or servant, or a warehouseman, who issues or aids in issuing a receipt knowing that the goods for which such receipt is issued have not been actually received by such warehouseman, or are not under his actual control at the time of issuing such receipt, shall be guilty of a crime, and upon conviction shall be punished by imprisonment not exceeding five years, or by a fine not exceeding five thousand dollars, or by both.

Sec. 60.—[Issue of Receipt for Goods not Received.] A warehouseman, or his agent, or servant, or a warehouseman, who issues or aids in issuing a receipt knowing that the goods for which such receipt is issued have not been actually received by such warehouseman, or are not under his actual control at the time of issuing such receipt, shall be guilty of a crime, and upon conviction shall be punished by imprisonment not exceeding five years, or by a fine not exceeding five thousand dollars, or by both.

Sec. 61.—[Issue of Receipt for Goods not Received.] A warehouseman, or his agent, or servant, or a warehouseman, who issues or aids in issuing a receipt knowing that the goods for which such receipt is issued have not been actually received by such warehouseman, or are not under his actual control at the time of issuing such receipt, shall be guilty of a crime, and upon conviction shall be punished by imprisonment not exceeding five years, or by a



**CANTORIA.**  
Bears the  
Signature  
of *Charles H. Hitchcock*

## Historical and Genealogical.

## Notes and Queries.

In making matter to this department the following rules must be absolutely observed: 1. Names and dates must be clearly written. 2. The full name and address of the contributor must be given. 3. Make all queries as brief as possible with clearness. 4. Write on one side of the paper only. 5. In answering queries always give the date of the paper, the number of the query and the signature. 6. Letters addressed to contributors, or to be forwarded, must be sent in plain stamped envelopes, accompanied by the number of the query and its signature. Direct all communications to: Mrs. E. M. TILLEY, Newport Historical Rooms, Newport, R. I.

SATURDAY, SEPTEMBER 12, 1908.

## QUERIES.

6468. PECKHAM—Ebenzer Peckham, of Rehoboth, married Millicent Wade of Taunton, Mass., Feb. 21, 1786. Who were the parents of both, and what were the names of their children, if any?—W.

6469. CARD—Richard Card born May 1784, of James and Barbara. (No. Kingston Rec.) mar.—? and had John and Joseph. John married Sarah Collins. Joseph married Rebecca? Were there any other children besides these two sons? Who were Sarah Collins' parents? What was Rebecca's last name and who were her parents? What were the names of Joseph's children?—L. C.

6470. ANGLE—Who was the "Thomas Angle, of Great Britain," who married Mary Spenser, of Newport, March 12, 1787? They were married by Rev. Gardner Thurston, who was, at that time, pastor of the Second Baptist Church, in Newport, R. I.—E. A.

6471. BRIDGES—Can any one give the names of the children, if any, of Lawrence Bridges, who married Hannah Stillwell, daughter of Thomas, of Newport, March 29, 1787?—E. A.

6472. BAILEY—Can any one give the names of the children, if any, of Thomas Bailey, of Providence, who married Mary (Parker), daughter of James "SA" Young, lady of real estate? They were married in Portsmouth, N. H., September 17, 1788.—E. A.

6473. BERRY—Hattie second wife of Thomas Berry, of Newport, R. I. (No. 1000 of the collection of the Newport Historical Rooms, 1774-1781. Who was she? It should be noted that this lady, Hattie Berry, was married to Mr. Berry, R. I.—E. A.

6474. MONTAGNE—Can any one of the residents of the MONTAGNE give me some information concerning to one Thomas W. Montague, who was at the time of the MONTAGNE, and who was married to one Mary (Parker) daughter of James "SA" Young, lady of real estate? They were married in Portsmouth, N. H., September 17, 1788.—E. A.

6475. ADAMS—Capt. Samuel Adams, who was killed in the battle of Bunker's Hill, was married to one Mary (Parker) daughter of James "SA" Young, lady of real estate? They were married in Portsmouth, N. H., September 17, 1788.—E. A.

6476. ADAMS—Capt. Samuel Adams, who was killed in the battle of Bunker's Hill, was married to one Mary (Parker) daughter of James "SA" Young, lady of real estate? They were married in Portsmouth, N. H., September 17, 1788.—E. A.

6477. TAYLOR—The NEWPORT MERCURY, of January 3, 1774, the death of "Mrs. Taylor, lately from Jamaica, aged 59 years," is given. Who was this Mrs. Taylor?—R. H. T.

6478. TAYLOR—The NEWPORT MERCURY, of January 3, 1774, the death of "Mrs. Taylor, lately from Jamaica, aged 59 years," is given. Who was this Mrs. Taylor?—R. H. T.

6479. STANTON—Of what family was Benjamin Stanton, who, according to the NEWPORT MERCURY, of April 25, 1774, was "found in gully near Baker's Spring with head cut." In that paper, issued July 13, 1782, a notice of the death of Nabby Stanton, is given, who was "drowned by upsetting of a boat, at Newport." Who was she?—R. H. T.

## ANSWERS.

6450. PECKHAM—The Perry Peckham, referred to was drowned off Point Judith, R. I., Dec. 25, 1817. He was the son of William Peckham, who married two daughters of James and Mercy (Parker) Perry, viz. Mercy and Dorcas.—B. F. G.

His Only Chance. Mother (cousin)—Tommy, haven't I told you you must not talk when I am talking? Tommy—But, mamma, you won't let me stay up after you go to bed.—Sketch.

Prominent Florist Killed. Boston, Sept. 9.—Joseph Galvin, one of the best known florists in this city, was driving with John McNamara in the Dorchester district when his horse became frightened and ran away. The carriage struck an iron post, hurled Galvin out of the carriage onto his head. He was dead before anyone could reach him. McNamara escaped with slight bruises. Galvin was 55 years old and single.

## PERFECT ORGANIZATION

AN That Is Needed, Says Bryan, to Insure His Election. Chicago, Sept. 9.—William J. Bryan told the members of the Democratic national committee at their meeting here to discuss campaign plans before the candidate makes his swing through the eastern states, that with a perfect organization to conduct the presidential fight the victory for Democracy's cause was assured. Bryan said that he and Kern had presented the issues carefully and that he was absolutely confident that he would be elected if there was a strong organization to hold the ground that had been gained. The outlook for victory, said Bryan, was much brighter than it was a month ago.

Twelve hundred precinct committees were recently elected in the primaries were addressed by Bryan last night. The meeting represented an innovation in politics in Chicago and was put into effect the call of the Democratic national committee for a campaign club in every voting precinct in the United States.

Mr. Bryan opened by referring to the primary system and declared that it had revolutionized politics. "An authority now comes from the voters," he said, "instead of some central authority." The committee, he said, had been selected by the people of their several communities and been entrusted by the voters with authority to represent them in the party organization.

"We may have a majority, as I believe we have," he said, "but if that majority is not made effective at the polls it counts for nothing. It will be your business to see, first, that every Democratic vote is registered; second, that every Democratic vote is cast; third, that every Democratic vote is counted; and fourth, that false registration and repeating are prevented."

## FLEET REACHES WEST AUSTRALIA

## Greetings Exchanged Between Premier and Admiral

Admiral West Australia, Sept. 11.—After a 10,000-mile voyage from Melbourne, the American battleship Oregon, the American battleship Oregon, dropped anchor at 7 o'clock this morning at the entrance to the Western Australian harbor in King George's sound. Great crowds witnessed the coming of the fleet, the sighting of which from Fremantle was reported several hours before.

After the fleet was sighted from the city of Perth, the fleet sailed for the harbor. The ships were met by the fleet, the sighting of which from Fremantle was reported several hours before.

At the harbor a wireless message of welcome was sent to the fleet by Premier Moore of West Australia. Rear Admiral Sperry responded as follows from the Connecticut:

"On behalf of the officers and men of the United States fleet, I thank you and the people of Western Australia for your cordial greetings."

Albert Goss into Bankruptcy. Copenhagen, Sept. 11.—M. Albert, the ex-minister of justice, who is under arrest here charged with extensive frauds, has filed a declaration of bankruptcy. It is believed that his whole estate will not realize more than \$300,000. King Frederick is said to be deeply affected, having placed the greatest confidence in Albert's integrity.

## NEW ENGLAND BRIEFS

The Griswold memorial library at Coleraine, Mass., costing \$25,000, with an endowment of \$13,000, the gift of Joseph Griswold of Greenfield, Mass., a native of Coleraine, was dedicated with appropriate exercises.

Henry H. Haskins, aged 83, a photographer, committed suicide at Amherst, Mass., by taking poison. Dependence from lack of work is given as the cause.

John Hayes, 61 years old, of Whitinsville, Mass., committed suicide at Taunton, R. I., by stepping on the tracks in front of a rapidly approaching train. Hayes was out of work and had been despondent.

Charles Orr, aged 24, a member of an acrobatic troupe, had his hand blown off by the accidental discharge of a bomb on the Worcester, Mass., fair grounds.

Howard Bruce, aged 45, southern representative of the Arnold Shoe company, was attending a banquet at Boston of brother salesmen of the firm when he expired at the banquet table.

The Danvers, a summer hotel at Fortunate Rocks, near Bliddeford, Me., was totally destroyed by fire, causing a loss of \$10,000. But few guests were in the house, all escaping uninjured.

The summer offices of the federal department of justice, which have been located at Lenox, Mass., since early in July, have closed and the clerks employed there have left for Washington.

Henry Leventure fell to his death by the breaking of a rung of a ladder on which he was making repairs to an ice house at Holyoke, Mass. Leventure leaves a family.

Harry G. Sargent of Concord, N. H., mayor of that city in 1901 and 1902 and a member of the state tax commission, died of apoplexy in his 50th year. He had been collector of the city of Concord and of the county of Merrimack.

Daniel J. Kimball committed suicide at his home at Belfast, Me., by hanging. He was 61 years old. The deed was due to despondency.

Wilhelmina Confined to Bed. The Hague, Sept. 10.—Queen Wilhelmina, who announced a week ago that she expected an heir to the throne of Holland, received Professor Kowser, an eminent gynecologist, for a consultation yesterday. According to The Vaderland the queen's condition has caused her great weakness and she has been confined to her bed for the last

## HO! FOR THE KINGSTON FAIR

WEST KINGSTON, R. I.

THE ONLY FAIR HELD IN R. I.

Sept. 15-16-17-18

Rhode Island's Agricultural Fair, Incorporated in the Big FREE

AGRICULTURAL EXHIBITS

LIVE STOCK

FREE

Vaudeville Show

In Front of the Grand Stand

DAILY 10 A. M. AND 8:30 P. M.

Furnished by the Providence Advertiser-Examiner with many novel acts.

Sept. 15 ONE EXHIBITS

Sept. 16 ORANGE DAY

Sept. 17 Governor's Day

Sept. 18 Children's Day

Fast Trolling Races

EVERY AFTERNOON

ENTRANCE FREE

ADMISSION 50c

## UNEASINESS IS REVIVED

Germany Opposed to Franco-Moroccan Role in Morocco

## PEACE IS AGAIN THREATENED

Demonstration of France to Pursue Policy Already Outlined May Lead to Active International Complication

German Change of Front in Regard to Cost of Operations in Morocco—French Press Is Excited

Paris, Sept. 11.—It is officially announced that the Franco-Spanish note relating to the Moroccan situation has been definitely drafted and sent to Madrid for verification, after which it will be immediately communicated to the powers.

The tone of the German press in commenting upon the Moroccan situation, and especially the utterances of the organ of the imperial chancellor, Prince von Buelow, in forecasting Germany's rejection of the Franco-Spanish note regarding Morocco, has revived uneasiness here, and the report that Dr. Vassel, the German consul at Tangier who is now at Fez, intends to exact the reinstatement of Itiniqui, the governor of El Kazar, who was dismissed on the recommendation of El Menebhi, former Moroccan minister of war, for brigandage, has emphasized the bad impression.

A renewal of the tension between France and Germany and possibly an acute international complication is feared. French official circles, however, retain their calm and it is announced that France, conscious that she is right, intends to pursue her policy as already outlined.

Regarding the cost of the Franco-Spanish operations in Morocco, which the German press insists shall not be guaranteed by Mulid Hafid, it is pointed out that France and Spain acted as the mandataries of the powers under the Algeiras act. Germany did not object to these operations, and attention is directed to the fact that she was the first to insist upon immediate compensation for the German merchants who suffered at Casablanca.

The French press is displaying day by day more irritation, which has been increased by the expulsion Wednesday of Pierre Adigard, a member of the French chamber of deputies, from the German maneuver grounds in Alsace-Lorraine. Furthermore, the report that Emperor William intends to cross the French frontier from Alsace-Lorraine to view the landscape from the top of a mountain in France, furnishes fresh occasion for the more sensational journals to cry "provocation."

La Patrie says: "The presence of Emperor William on French soil at the same moment that a French deputy is driven from the annexed territory looks like defiance and bravado."

A Sure Test. The schoolmaster put to his class the question: "Two jars of gas, one containing nitrogen and one carbon dioxide, are given. How may the gases be discriminated?"

One eager little pupil said: "Get a man, and let him take a deep breath of both. When he gets the carbon dioxide he'll die. That's the way to tell."

## His Status.

"Is that ex-New Yorker who likes London so well a naturalized Englishman?"

"No," answered Miss Cargene "merely a denatured American."

Mr. James DeWolf Cutting, one of our well-known business residents, is seriously ill.

## What's the Answer

When nearly all your wedding presents are coming from Titus? Why, that's where the good and pretty things can be found at reasonable prices. Good place for you to go for the big things to do the furnishing with—don't you think?

Stock never was in finer shape, and there's many an extra our little prices will enable you to start with. No harm trying, is there?

Have a try.

## A. C. TITUS CO.,

225-229 THAMES STREET,

NEWPORT, R. I.

## A QUALITY TALK.

When buying Fire Insurance buy the best; that is buy it in Companies who have passed through great conflagrations, notably the San Francisco conflagration with the highest credit. The cost is the same.

WE have the Companies.

## WM. E. BRIGHTMAN,

169 THAMES STREET.



## Vacation or Telephone Service?

Naturally your wife wants and needs both; but if you can afford only one, better get a telephone.

RESIDENCE RATES ARE REASONABLE.

## PROVIDENCE TELEPHONE CO.,

LOCAL CONTRACT OFFICE,

NEWPORT, R. I. 142 SPRING STREET.

## Autumn Vacations

## White and Green MOUNTAINS.

Anywhere you go in these hills you'll find sport and healthful recreation.

Golf, Automobiling, Driving, Mountain Climbing.

Always beautiful, doubly charming in September when glorious colors deck the hillsides.

Very Low Fares.

A little more than one fare for the round trip from

September 12 to October 3

Write A. B. Smith, General Passenger Agent, Room 140, New Haven, Conn., for descriptive folder.

New York, New Haven &amp; Hartford R. R.

95

## Carr's List.

THE RIVERMAN, Edward Stewart White.

THE POST GIRL, By Edward A. Booth.

THE CIRCULAR STAIRCASE, By Mary R. Rinehart.

JUDGMENT OF EVE, By May Sinclair.

LIFE OF ALICE FREEMAN, By George Herbert Palmer.

Also new lot of

JIG-SAW PUZZLES

DAILY NEWS BUILDING.

## AS TUNEFUL

## AS A VIOLIN

and as full of tone as a church organ. That's the sort of music one gets from a good piano, and good pianos are the only kind we sell. Come in and try them. You will not be urged into buying.

## Barney's

## Music Store

154 Thames Street

## NOTICE OF ADMINISTRATRIX.

THE UNDERSIGNED has been appointed by the Court of Probate of Middlesex County, N. Y., Administratrix of the estate of LYDIA P. LEWIS, widow, late of said Middlesex County, deceased, has given bond to said Court as required, and duly qualified herself as such Administratrix. All persons having claims against the estate of said Lydia P. Lewis are hereby notified to file the same in the Office of the Clerk of said Court within three months from the date hereof, and those indebted thereto will make payment to the undersigned.

MARY ELIZABETH PECKHAM, Administratrix, d. b. e. c. e. a.

Middlesex County, N. Y., August 25, 1908. d. b. e. c. e. a.

Mr. James DeWolf Cutting, one of our well-known business residents, is seriously ill.

## IV. FOR SALE.

30 per cent. on mortgage; 1000 Brooks Ave., Whitehall Ave., Bliss Mine Road, Albany Court, Bliss Road.

W. U. PECKHAM,

Owner,

Westfield, N. Y.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS.

To All Whom These Presents Shall Come.

I, the undersigned, Clerk of the Court of Probate of the County of Providence, State of Rhode Island, do hereby certify that the within and foregoing is a true and correct copy of the will of the late

WILLIAM E. BRIGHTMAN, deceased, as the same appears from the records of said Court.

Witness my hand and the seal of said Court, at Providence, Rhode Island, this 11th day of September, 1908.

ALBERT L. CHASE, Probate Clerk.

WILLIAM E. BRIGHTMAN, deceased, as the same appears from the records of said Court.

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